

or proposed for the business, the goods seized being of them; that the defendant is still carrying on for the firm of Lewis & Co.; that the goods seized were purchased for the business by the intervening parties; that the plaintiffs' debt claim was incurred long previous to the agreement, and was unconnected with the business carried on under the name of J. H. Wilkins & Co., &c.

The intervention is contested by Greene, who says that the defendant was the real J. H. Wilkins & Co., for his own benefit; that the agreement if made when and as alleged (which is denied), was a fraud against plaintiff; that the goods possessed by defendant, and those seized among them, were and are the defendant's, really sold to him by the intervening party; that some of the goods seized were bought by defendant himself in Great Britain, and entered by defendant alone at the Customs; that others of the goods were sold to defendant at a profit by the intervening parties, who parted with the possession of them to Wilkins; that J. H. Wilkins & Co.'s partnership was never registered; that the intervening parties have allowed Wilkins to get credit by appearing to be possessed of large stocks of goods and chattels, &c.

By the *enquête* before me, a strange state of things is shown to have existed; a strange firm was that of J. H. Wilkins & Co.; an unusual agreement was that private one of June. *Sous seing privé* writings are suspicious; third persons particularly are allowed to suspect them. Wilkins had, under Lewis' arrangements with him, great facilities for "taking in" people, had he used them, which, luckily, he did not. He had large appearance, though worth nothing. The interests of commerce and of commercial straight dealing men are not advanced by such secret agreements as this one of June. But the intervening parties have actually proved all, it may be said, of their allegations, and so may prevail against the contestant; for he has not been cheated, has not given goods or credit to Wilkins since that agreement referred to, and has not been damned by it. His judgment has been obtained since it, and for causes which accrued long before. Upon the whole, the Court maintains the intervention and grants *main levée* of the seizure to Lewis & Co., notwithstanding the contestation, which is dis-

missed, but without costs, as the plaintiff had right to the amplest information.

Ramsay, for plaintiff.

Abbott, Tait, Wotherspoon & Abbott, for intervening parties.

SUPERIOR COURT.

MONTREAL, May 14, 1881.

Before TORRANCE, J.

DUQUETTE V. PATTENAUDE et al.

Bail under C. C. P. 828—Liability of sureties.

Sureties under C. C. P. 828, are liable absolutely, without an order previously obtained requiring the defendant to surrender himself into the hands of the Sheriff.

This was an action on a bail bond given under C. C. P. 828, in an action in a case of *Meloche v. Pattenaude*, in which judgment was rendered on the 26th May, 1880. In the present action the sureties were sued on the bond.

They pleaded to the action: 1o That the plaintiff was without interest in the case and was insolvent; 2o The general issue; 3o That if the sureties were liable, they were only liable as they would have been under C.C.P. 824, 825; that Dame Rose Delima Meloche has not yet obtained any order of the Court, requiring Olivier Pattenaude to deliver himself into the hands of the Sheriff; that such order has never been served upon Olivier Pattenaude or upon defendants; that said Olivier Pattenaude, during the pendency of the suit of *Meloche v. Pattenaude*, made a cession of his property under C. C. P. 763 and 766, and until this cession had been set aside by a judgment of the Court, the defendants could not, under C. C. P. 776, be liable as such sureties; that this action was therefore premature.

The Court overruled the pleas of the defendants, holding that they were liable under C. C. P. 828, absolutely.

Desjardins & Lanctot for plaintiff.

Geoffrion, Rinfret, Dorion & Laviolette for defendants.

PERSONAL INJURIES.

[Continued from p. 181.]

Legs have often been considered by juries and judges. We will submit to our readers the values at which these nether limbs have been held in England, New York, Massachusetts